

Exhibit “5”

[2013 ADS Service Agreement]

2013

**Advanced Disposal**

SALESPERSON # _____ FEL _____ REL _____ ROL _____

SERVICE AGREEMENT

CUSTOMER #: _____

SITE #: _____

New Account _____ Service Increase _____

Service Decrease _____ Cancel _____

Rate Increase _____ Rate Decrease _____

Other _____ Reason Code _____

CUSTOMER MASTER/BILLING INFORMATION**SITE MASTER MAINTENANCE/SERVICE LOCATION**

LEGAL NAME: _____

NAME: _____

ADDRESS LINE 1: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: () - _____

ZIP CODE: _____ PHONE: () - _____

FAX: () - _____

FAX: () - _____

EMAIL: _____

CONTACT NAME: _____

EFFECTIVE DATE OF AGREEMENT: _____

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW										
OLD										

OTHER CHARGES:

+ Fuel Fee & Environmental Fee as shown on invoice

P.O. # _____

\$ _____ Container Delivery

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Advanced Disposal Services, LLC/Inc. ("Advanced") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement subject to the terms and conditions specified below.

ADVANCED

By: _____

Print Name: _____

Date: _____

CUSTOMER: _____

By: _____

Print Name: _____

Date: _____

(Please initial the back page)

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Advanced the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials, and agrees to make the payments as provided for herein, and Advanced agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. In the event Advanced is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Advanced's control, it shall notify Customer of such event and the obligations of Advanced may be suspended during the continuation of any inability so caused by such event, act or condition.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5-year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail) to the other of least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (collectively, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Advanced as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Advanced multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. This Agreement includes any recyclable material, non-scheduled or on call services with exclusive rights to Advanced. Advanced agrees that if Customer no longer requires any collection, disposal, or recycling for its materials due solely to the discontinuance of its business or the relocation of its business outside the area in which Advanced provides collection service, Customer may terminate this Agreement upon written notice to Advanced (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remain all amounts due and owing to Advanced prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area the Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanism, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Advanced will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanism, and maintenance and upkeep) of Advanced which shall be provided to Customer upon request. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Advanced, nor shall Customer use the equipment for non-intentional purposes. Customer shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or loading. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or lateral capacity of the equipment; and (iii) contaminated recyclables. If Advanced is assessed an overweight fine Advanced shall invoice Customer, and Customer shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all solid waste and material delivered to Advanced hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Advanced shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Advanced as contemplated hereunder, in the event Customer

deposits or places for collection such unacceptable waste or materials. Customer shall remove waste or materials that Customer has deposited in Advanced's equipment which are subsequently determined or suspected by Advanced to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by Customer immediately upon receipt by Customer of notice that such waste or materials are unacceptable, Advanced shall arrange for lawful disposal of such waste or materials at the sole cost and expense of Customer. Customer shall indemnify, defend and hold Advanced, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Advanced Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Advanced's equipment and shall pay Advanced its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with Customer, regardless of whether the unacceptable materials are loaded or unloaded. Customer shall at its expense provide any requested chemical characterization of the waste and shall give Advanced prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Advanced is vested with title to all acceptable solid waste and materials accepted by Advanced. Any revenue or other value received by Advanced as a result of reclamation, recycling or resource recovery shall be solely for the account of Advanced. All equipment furnished by Advanced for use by the Customer which the Customer has not purchased shall remain the property of Advanced and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Advanced Parties from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders resulting from Customer's performance of this Agreement, breach of any representation, warranty, obligation, term or provision of the Agreement, violation of any applicable law, use or operation of any equipment provided to Customer by Advanced, damage to pavement, enclosures or equipment as discussed herein, or by the negligent or willful acts or omissions of Customer's employees or invitees, or its subcontractors in the performance of the Agreement. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

ACCESS. On collection day, Advanced's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Advanced. Any additional collection attempt will be classified as an "extra pick-up" and Advanced shall have the right to charge Customer for the additional pick-up due to Customer's failure to provide clear access to the equipment and Customer agrees to pay such charge. Advanced shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Advanced did not have or was denied access to the equipment or Customer's premises.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, environmental compliance, and fuel costs constitute a portion of the service costs provided by Advanced and its affiliates, Customer understands and agrees Advanced may increase service rates to account for any increase in such costs or to account for any increase in transportation costs due to changes in the location of the disposal facility by showing the amount on the Customer's invoice. Customer agrees Advanced may also increase service rates, without prior notice or consent, to adjust for cost increases or to achieve, among other things, an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may impose and Customer must pay any environmental and fuel fees, and any other fees and assessments such as maintenance or administrative fees, included on Customer's invoice, and that Advanced may increase or decrease these fees or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer understands and agrees that increases in the service rates referenced above, and increases in the environmental and fuel fees, and any other fees and assessments, such as maintenance or administrative fees, may be made at any time and for any reason, including to help recover a portion of overall costs incurred by Advanced or its affiliated entities as may be necessary to achieve an operating margin acceptable to Advanced and its affiliates. Customer agrees Advanced may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall pay all federal, state, local, or other taxes, assessments, fees, local charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste which are imposed on Advanced by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event of occurrence of an act, event, or condition that is beyond the control of Advanced and that materially or adversely affects the cost of operation or maintenance of Advanced's equipment and facilities, Advanced may increase the applicable service rates, fees, and assessments in this Agreement to the extent necessary to help offset, directly or indirectly, the increase in such costs. Advanced may increase service rates, fees, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object, in writing, within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

CHARGES AND PAYMENT CHANGES. Customer shall pay Advanced on a monthly basis for the collection and disposal service provided by Advanced (including without limitation all charges for equipment maintenance and other applicable charges and fees as set forth on Customer's invoice). Payments shall be made by Customer within ten (10) days after the date of an invoice from Advanced. In the event that any payment is not made when due, Advanced, at its sole option, may at any time suspend the services to be provided hereunder or terminate the Agreement immediately and recover any equipment on the premises of the Customer. Any non-payment by Customer of any amounts, charges and fees due and owing hereunder shall, at the election of Advanced, be deemed to be a termination of this Agreement by the Customer pursuant to and subject to the terms above. Advanced and Customer agree that Advanced may impose, and Customer will pay, monthly interest on all past due (i.e., over 10 days from invoice date) service related charges, (including the base service rate, fuel fee, environmental fee, etc.). Advanced may assess monthly interest at an interest rate equal to 18% APR, or a minimum of \$3.93, unless specifically prohibited by applicable law, in which case interest shall be assessed at the highest rate allowed by applicable law. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by Advanced, at the option of Advanced, either be returned to the Customer or applied to reduce the principal amount owed to Advanced. Changes in the fees, rates, charges and surcharges, frequency of collection service, number capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Advanced's equipment and vehicles reasonably required for the performance of this Agreement. Advanced shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Advanced's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Advanced for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Advanced shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

LIMITATION ON LIABILITY. Advanced shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Advanced by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ADVANCED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Advanced. Advanced may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Advanced shall release Advanced from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns. **RIGHT TO COMPLETE.** Customer grants Advanced the right to complete with any other Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Advanced written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Advanced for collection of its fees or individual claims by the Customer against Advanced for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Advanced provides Customer impacts and affects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Advanced in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Advanced to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Advanced and Customer agree that Advanced may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Customer acknowledges and agrees that any telephone calls made to Advanced by Customer may be recorded. Customer also agrees to accept any service and promotional information sent by Advanced whether by mail or electronic transmission. If any conflict or differences exist in this Agreement between terms are printed and those which are typed or written, the typed or written language shall govern. In the event that Customer claims that Advanced is in breach or default of any provisions of this Agreement, Customer must notify Advanced in writing of the alleged breach or default and allow Advanced at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement. This Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Advanced and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all

purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

TERMS: NET 10 DAYS

Customer Name: _____

Customer Initials: _____

Service Agreement 2013

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validity or enforceability of the remaining provisions, which shall be enforced as if the offending provisions had not been included in this Agreement.

(emphasis added)